

August 21 2018 12:59 PM

KEVIN STOCK
COUNTY CLERK
NO: 18-2-10694-5

**THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

FIFE BUSINESS INVESTORS, LLC, a Washington
Limited Liability Company,

Plaintiff,

vs.

VETERANS INDEPENDENT ENTERPRISES OF
WASHINGTON, a 501(c)(3) Corporation, et. al.,

Defendant(s).

) No.

) COMMERCIAL COMPLAINT FOR
) UNLAWFUL DETAINER

) PER RCW 59.12 ET SEQ.

COMES NOW the Plaintiff by and through their attorney of record, Judson C. Gray,
of The Gray Law Firm, P.S., and hereby alleges as follows:

1. Plaintiff, Fife Business Investors, LLC, a Washington Limited Liability Company, ("Landlord") is the owner or duly appointed agent and manager for the owner of the following described premise in Pierce County, Washington: 4630 16th Street East, Fife, Washington 98424. Plaintiff has legal capacity to maintain this action concerning the subject premises herein and is entitled to possession thereof.
2. Non-residential Use of Rented Premises. The rented premise was rented for

Commercial Complaint for Unlawful Detainer - 1

THE GRAY LAW FIRM, P.S.
Judson C. Gray, Attorney
4142 6TH AVENUE
TACOMA, WASHINGTON 98406
Telephone (253) 759-1141 Facsimile (253) 59-1447
jgrayattorney@harbornet.com

commercial use only.

3. The Rental Agreement. Defendant entered into possession of the premises in September 11, 2000, pursuant to a Rental Agreement.

4. Default. For the period of July 2018, Defendant was in default under the Lease by failing to pay the following agreed upon amounts:

July 2018 Rent: \$15,042.28

July 2018 Late Fee: \$159.42

Total Past Due Rent: \$15,201.70

Interest has accrued on each portion of the Defendant's default at the default rate of 12% per annum from the respective dates when each portion became due, and shall continue to the date of judgment herein, and thereafter until paid.

5. Notice to Pay Rent or Vacate. On July 24, 2018, Plaintiff caused a Three (3) day written Notice (the "Notice") (attached as Exhibit A), to be prepared and served pursuant to RCW 59.12.030, which Notice required Defendant to pay all rental payments then due or, in the alternative, to vacate the premises within three days.

6. Failure to Comply with Notice. Defendant has failed to comply with the terms of the Notice by paying the full amount of rental payments due or by vacating the premises. As of this date, Defendant continues to occupy the premises.

7. Additional Damages. Additional damages will continue to accrue in the amount of \$15,042.28 per month for rent, plus triple net charges, for every month or portion thereof during defendant's continued possession of premise.

- 1 8. Attorney's Fees. The Rental Agreement provides for reasonable attorney's
2 fees to be recovered by the prevailing party if a suit, such as this, is brought as
3 a result of a default under the Agreement.

4 PRAYER FOR RELIEF

5 WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

- 6 (a) Adjudging Defendant to be unlawfully detaining the Premises:
7 4630 16th Street East, Fife, Washington 98424.
8
9 (b) For an order of the court terminating the Rental Agreement and restoring the
10 premises to the Plaintiff and issuing a Writ of Restitution therefore;
11 (c) For past due payments in the amount of \$15,042.28, plus interest at the rate of
12 12% per annum, plus late fees to the date of Judgment herein and thereafter
13 until paid;
14 (d) For damages for unlawful detention of the premises at the rate of \$15,042.28,
15 plus triple net charges, for each month or portion thereof for which the
16 premises are unlawfully detained, plus unpaid utility billings, percentage rent
17 and charges for such period, and any consequential damages;
18 (e) For the amount of minimum rent, percentage rent, unpaid utility billings,
19 merchants' association dues, common area charges, other additional rent, late
20 charges, interest, and other damages found due to be doubled pursuant to RCW
21 59.12.170;
22 (f) For Plaintiff's reasonable attorney's fees, costs, and disbursements incurred,
23 and to be incurred, as a result of Defendant's defaults; and
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25

1 (g) For such other and further relief as the Court may deem just and proper.
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3 DATED this 30 day of July 2018.
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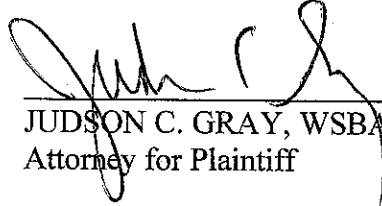
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6 JUDSON C. GRAY, WSBA #15195
7 Attorney for Plaintiff
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EXHIBIT A

3-DAY NOTICE TO PAY RENT OR VACATE PREMISES

TO: VETERANS INDEPENDENT ENTERPRISES OF WASHINGTON, a 501(c)(3) Corporation, et. al.,
4630 16th STREET EAST
FIFE, WASHINGTON 98424

RE: Lease agreement between Fife Business Investors, LLC a Washington Limited Liability Company, ("Landlord") and Veterans Independent Enterprises of Washington, a 501(c)(3) Corporation, et. al., ("Tenants").

This is to notify you that you are in default under the Lease by virtue of your failure to pay the sum of \$15,201.70 as of July 24, 2018, representing the following delinquencies:

July 2018 Rent:	\$15,042.28
July 2018 Late Fee:	\$ 159.42

Total Past Due Amount: \$15,201.70

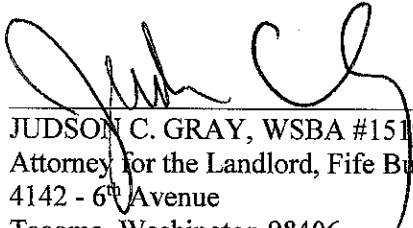
We hereby demand that you cure these defaults within three (3) days from the date of service of this notice upon you, or, in the alternative, vacate the premises within this time period. Vacation of the premises does not relieve you of your obligations, including paying rent or other moneys which are now due or which shall become due under the Lease in the future.

This notice is executed and served in accordance with Sections 59.12.030(3) and (4) and 59.12.040 of the Revised Code of Washington, which provide that a tenant is in unlawful detainer of real property if the tenant fails to cure the default or vacate within three (3) days, or such longer notice period as is provided in the Lease, after service of the Notice of Cure to Default or Vacate premises or the cure period provided for in the Lease. Parties who are found to be unlawfully detaining real property are liable for double the amount of damages occasioned to the plaintiff by reason of such unlawful detainer. In addition, pursuant to the Lease, you will be liable for the costs and attorney's fees incurred by Landlord because of your default and for interest on sums not paid when due.

I swear under penalty of perjury under the laws of the State of Washington that I mailed by certified and regular mail a copy of the foregoing document to the address contained herein on the 24th day of July 2018.

DATED this 24th day of July 2018.

By:


JUDSON C. GRAY, WSBA #151195
Attorney for the Landlord, Fife Business Inv.
4142 - 6th Avenue
Tacoma, Washington 98406
(253) 759-1141


NOTICE PURSUANT TO THE FAIR DEBT
COLLECTION PRACTICES ACT

The law office of The Gray Law Firm, P.S. is attempting to collect a debt from you on behalf of the creditor named in the enclosed document. The amount of the debt is set forth in the enclosed document. Unless you dispute the validity of the debt or any portion of the debt within thirty (30) days of your receipt of this notice, The Gray Law Firm, P.S. will assume that the debt is valid. If you notify The Gray Law Firm, P.S. in writing within this thirty-day period that the debt, or any portion of the debt, is in dispute, The Gray Law Firm, P.S. will obtain verification of the debt and will mail a copy of the verification to you via regular first class mail. Further, if you send a written request to The Gray Law Firm, P.S. within thirty days of your receipt of this notice, The Gray Law Firm, P.S. will provide you with the name and address of the original creditor, if it is different from the current creditor. You can contact The Gray Law Firm, P.S. at the address given below.

You should be aware that The Gray Law Firm, P.S. is a debt collector and that any information provided to The Gray Law Firm, P.S. may be used to assist The Gray Law Firm, P.S. and/or the creditor in collecting its debt.

If you have questions about the amount you owe, you should contact Judson C. Gray at The Gray Law Firm, P.S., or your creditor directly.

Notice given by:


Judson C. Gray
The Gray Law Firm, P.S.
Attorney on behalf of the named creditor
4142 - 6th Avenue
Tacoma, WA 98406
(253) 759-1141